

STATE OF ILLINOIS)
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COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D., 2008 SESSION

JUNE 10, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Planning, Building & Zoning and Financial & Administrative Committees present herewith a Joint Resolution authorizing approval of an Inter-Governmental Agreement (IGA) between the County of Lake and the Lake County Stormwater Management Commission (SMC) for the construction of stormwater best management practices at the Lake County Central Permit Facility in Libertyville, Illinois. Lake County will be reimbursed up to \$118,584 by SMC from a grant received from the Illinois Environmental Protection Agency for implementation of the stormwater best management practices and corresponding public education and outreach activities.

Respectfully submitted,

Aye Nay

Aye Nay

Chairman

Chairman

Vice-Chairman

Vice-Chairman

Robert Sch

Carol Balahesa

Alvin Kelly

Planning, Building, & Zoning Committee

Financial & Administrative Committee

RESOLUTION

WHEREAS, the Stormwater Management Commission has entered into an agreement with the US Environmental Protection Agency to construct a green roof as part of the Lake County Central Permit Facility; and

WHEREAS, the Stormwater Management Commission will receive \$150,100 from the US Environmental Protection Agency through a State and Tribal Assistance Grant as matching funds to cover a portion of the cost of the green roof.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that an Inter-Governmental Agreement between the County of Lake and the Stormwater Management Commission for reimbursement of \$150,100 for installation of the green roof is hereby authorized.

DATED, at Waukegan, Lake County, Illinois on this 10th day of June, A.D., 2008.

**INTERGOVERNMENTAL AGREEMENT between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and the COUNTY OF LAKE for
STATE & TRIBAL ASSISTANCE GRANT FUNDING
for the GREEN ROOF at the
LIBERTYVILLE CENTRAL PERMIT FACILITY**

The Lake County Stormwater Management Commission (herein called SMC) and the County of Lake (herein called County) (or their successors, agents, assignees or transferees) agree with the terms and conditions of this agreement (Agreement) entered into this ____ day of _____, 2008, which includes the requirements in the US EPA State & Tribal Assistance Grant (STAG) including the US Environmental Protection Agency (US EPA) Administrative and Programmatic Conditions, as referenced herein as Attachment A. Through this Agreement, SMC agrees to provide one hundred fifty thousand one hundred dollars (\$150,100) of US EPA STAG funds to the County for installation of a partial green roof on the County's Central Permit Facility to reduce runoff and improve water quality. The County shall provide one hundred sixty-one thousand nine hundred dollars (\$161,900) of match amount in cash, in-kind services or materials.

PROJECT DESCRIPTION

This project will involve the construction of a 6,300 square foot green roof as one of several low impact development practices that will reduce the quantity and improve the quality of stormwater runoff from the Central Permit Facility being constructed in Libertyville. The green roof will be highlighted to facility visitors as part of an active and passive information/outreach program.

SCOPE OF WORK & DELIVERABLES

The County agrees to install a green roof on the Central Permit Facility and shall complete/deliver the following in conjunction with the completion of the project work:

- A set of final permitted plans to the SMC prior to the commencement of work
- Documentation of pre-project conditions in a brief summary document, with photographs, to be submitted to the SMC prior to the commencement of work
- The County will document project work with quarterly progress reports that include a description of work completed, funds expended to-date, and any problems encountered. The quarterly progress report shall be submitted to the SMC along with current photographs of the project site within 30 days of the completion of each quarter. If the schedule for project work does not warrant quarterly reporting, this condition may be waived upon agreement by both parties.
- A final summary report shall be submitted to SMC within 30 days of completion of the project that documents post-project conditions and includes:
 - a brief summary of the project history
 - work summary overview
 - any project issues
 - actual project schedule
 - cost summary that documents STAG costs as well as local cost-share
 - statement of environmental benefits
 - a certificate of project completion
 - post-construction photographs
- An operation and maintenance (O&M) plan for the green roof. The O&M plan shall include a description of the methods, schedule/timeline and financial means for carrying out the O&M.

PROJECT SCHEDULE

The County shall complete, provide all interim project report materials and invoice the green roof project by November 30, 2009, and shall submit the final project report by December 31, 2009.

COMPENSATION

SMC will reimburse the County upon satisfactory progress and submission of written documentation of costs incurred for all eligible expenses as identified in the project plan set and budget approved by SMC. Reimbursement will be provided upon receipt of vouchers or other evidence of expenditure of funds or evidence of in-kind services as agreed upon in the budget approved by SMC, or in a revised budget accepted by all parties to this Agreement. At no point during this Agreement shall the amount reimbursed exceed forty-eight (48) percent of the documented total incurred eligible costs.

State and Tribal Assistance Grant (STAG) project costs will be compensated on a reimbursement basis summarized as follows:

1. The green roof is budgeted to cost \$312,000. STAG funds shall reimburse up to 48% of the green roof project costs not to exceed \$150,100. STAG funds will match County funds, in-kind services or materials of not less than \$161,900 or 52% of the project cost within the time period outlined in the PROJECT SCHEDULE.
2. The County shall provide documentation of costs incurred for project activities included in the SCOPE OF WORK and during the time period outlined in the PROJECT SCHEDULE.
3. Payment of reimbursable costs shall be due and payable by the SMC within 60 days after submission of the County's invoice following satisfactory completion of the work as approved by the SMC Executive Director and the SMC Project Manager.
4. SMC shall retain a minimum of 10% of the STAG funding committed by this Agreement until the County has successfully completed the green roof and has submitted the project summary report to SMC. Final payment of reimbursable costs by the SMC shall not occur until the County has submitted a project O&M Plan approved by the SMC.
5. SMC may withhold payment if the County's progress in completing the scope of work does not meet the project schedule, and SMC retains the right to withhold ten (10) percent of the total reimbursable project costs until all project work is completed, submitted and approved by the US EPA.

TERMS AND CONDITIONS

1. The County shall secure all applicable and required local, state and federal permits prior to commencement of project construction. SMC authorization and financial support for this project is conditioned on its compliance with all applicable federal, state, and local statutes and regulations.
2. The County's procurement system meets all of the requirements of 40 CFR Part 31, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

3. The County agrees to comply with all Administrative and Programmatic Conditions outlined in the SMC's grant agreement with the United States Environmental Protection Agency. See Attachment A.
4. The SMC and County shall participate in the pre-construction meeting with the green roof contractor and shall conduct inspections of the project roof with the contractor prior to construction, and during project work milestones, which include inspection:
 - of the roof membrane following installation and prior to installation of planting medium;
 - following installation of the planting medium prior to installing plants;
 - of plant materials prior and post installation;
 - upon completion of the project work.
5. The County will maintain the green roof as designed and in accordance with the O&M plan.
6. The SMC is responsible for all reporting to the United States Environmental Protection Agency (U.S. EPA).
7. This Agreement shall be governed by and construed according to the laws of the State of Illinois and is subject to all applicable State and Federal statutory provisions, State and Federal Grant Regulations and the Conditions/Certifications attached hereto.
8. This Agreement supersedes any and all other Agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
9. All adjustments, additions, and/or deletions to this Agreement are subject to the written approval of both parties.
10. Either party may terminate this Agreement upon thirty days written notice to the other party. If SMC terminates the agreement, the SMC shall pay the County 45 % of the costs expended for the STAG budgeted work items completed prior to the date of the notice of termination, not to exceed \$150,100.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

COUNTY OF LAKE:

**LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION:**

Suzi Schmidt, County Board Chairman

Date: _____

Michael D. Warner, Executive Director

Date: _____

Willard Hellander, County Clerk

Date: _____

Administrative Conditions**1. LOBBYING AND LITIGATION**

In accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient also agrees to provide the EPA Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual appropriations act. A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted in accordance with the instructions provided by the EPA award official and is due 90 days after the end of the project period.

2. PAYMENT METHOD - ASAP

In order to comply with the Debt Collection Improvement Act of 1996, the recipient must complete and return the attached Automated Standard Application for Payments (ASAP) system (OAF Form 5-15-01) to the appropriate Treasury Department Office.

3. DEBARMENT AND SUSPENSION

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

4. MBE/WBE

In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the recipient agrees to:

- a) Accept the applicable FY 2006 "fair share" goals negotiated with EPA by the IEPA as follows:

Combined Rate: 5% MBE and 12% WBE

If the recipient does not want to rely on applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to the MBE/WBE Coordinator, within 30 days of award and approved by EPA no later than 30 days thereafter.

- b) Ensure to the fullest extent possible that at least the FY 2006 "fair share" objective [see a) above] of Federal funds for prime contractors or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- c) Include in bid documents "fair share" objectives of 2006 fair share percentage [see a) above] and require all of its contractors to include in their bid documents for subcontracts the negotiated fair share percentages.
- d) Follow the six affirmative steps stated in 40 CFR 30.44(b) 40 CFR 31.36(e), 35.3145(d), or 35.6580, as appropriate.

- e) For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the EPA Award Official by October 30 of each year. MBE/WBE reports must be submitted to the award official within 30 days of the end of each Federal fiscal quarter (January 30, April 30, July 30, and October 30).
- f) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.
- g) Until the recipient has completed its fair share negotiations with EPA, it agrees to maintain state Agency's fair share objectives. Once the recipient has completed its fair share negotiations with EPA, it will apply those objectives. The recipient also agrees to include in its bid documents the applicable FY 2006 "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable FY 2006 "fair share" percentages and to comply with paragraphs (c) through (e) above.

5. MULTI-YEAR GRANT

An interim Financial Status Report must be submitted annually within 90 days following the end of each 12-month period. A final FSR must be submitted within 90 days after the end of the budget and project periods. All final FSRs must be submitted to the EPA Grants Specialist as identified on page one of this Assistance Agreement.

6. PROCUREMENT OF RECYCLED PRODUCTS

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

7. RECYCLED PAPER

In accordance with EPA Order 1000.25 and Executive Order 13101, Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, Federal Acquisition, Recycling, and Waste Prevention in its entirety.

8. SMALL BUSINESS IN RURAL AREAS

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- a. Placing SBRAs on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a. through e. of this condition.

Programmatic Conditions

1. SEMI-ANNUAL REPORTING

Semi-annual technical performance reports must be submitted within 30 days following the end of each six-month period. A final technical performance report must be submitted 90 days after the end of the budget and project periods. All technical performance reports must be submitted to the EPA Project Officer as identified on page one of this Assistance Agreement.

2. PRE-AWARD COSTS

The recipient may be reimbursed for pre-award costs incurred prior to the budget and project periods of the award provided that: (1) construction pre-award costs are incurred after the start of the fiscal year for which the funds were appropriated and/or, (2) pre-award costs for facilities planning or design work are associated with the construction portion of the project for which the grant was awarded. All pre-award costs must be consistent with the requirements set forth in OMB Circular A-87 and in conformance with Agency regulations, policies and guidelines. Within 90 days of this Assistance Agreement, you must submit documentation to support any pre-award costs for approval prior to claiming reimbursement for them. The specific documentation includes: (1) a list of individual payments totaling the pre-award amount; (2) the most recent construction inspection report (if the pre-award costs include construction costs); and (3) copies of contracts under which the pre-award costs were paid. If it is determined that any of the pre-award costs do not meet the above requirements, other eligible and allowable costs may be substituted upon review and approval of this Agency. Until reviewed and approved by the Agency, EPA is under no obligation to reimburse you for these costs.

3. ELIGIBLE REIMBURSEMENT

The recipient agrees that 55 percent of the eligible costs incurred after the award of this grant for the planning, design, and construction of the project described above will be eligible for reimbursement by EPA up to but not to exceed a maximum grant amount of \$ 482,100 . The recipient also understands that no additional EPA grant funds are available for participation in eligible projects costs that exceed \$ 876,545 , and the recipient agrees to complete all contracts partially funded with this grant.

4. CASH DRAWS

The recipient agrees to submit supporting documentation to the EPA Project Officer for review at the same time a request is made under the ASAP payment system for electronic funds transfer. The review of this supporting documentation will not impact the timing of the electronic funds transfer, but findings of the review may require the recipient to modify a subsequent request for reimbursement to adjust for any ineligible or unallowable costs noted.

5. PROJECT/BUDGET PERIOD EXTENSION

In accordance with 40 CFR 31.30(d), the recipient must obtain prior approval of the awarding agency to extend the project and budget period of expiration date(s).

The written justification for the extension must be submitted to the EPA Project Officer listed on the first page of this award document, at least 10 days prior to the expiration date of the award.

EPA cannot reimburse the recipient for any costs incurred after the expiration date of the grant or prior to project extension.

6. PROJECT COMPLETION CERTIFICATION

The recipient agrees to certify that the wastewater infrastructure project funded with this grant, is complete and constructed in accordance with the approved plans and specifications, the grant agreement and subsequent amendments, if any, and applicable Federal cross-cutting laws and authorities, rules, and

regulations. This certification should further acknowledge that the project is ready for acceptance and is available, with adequate and proper notice for final inspection by the State, EPA, Region 5, or its designated representative. This certification must be submitted within 30 days after project completion and initiation of operation, to the EPA, Project Officer identified on page one of the grant agreement. Contact the Project Officer for suggested certification language.

7. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.